

## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** RFP-600231-07/TLR - Consulting Services for Housing and Community Development Administration and Implementation

**DEPARTMENT:** Administrative Services

**DIVISION:** Purchasing and Contracts

**AUTHORIZED BY:** Frank Raymond

**CONTACT:** Tammy Roberts

**EXT:** 7115

**MOTION/RECOMMENDATION:**

Award RFP-600231-07/TLR - Consulting Services for Housing and Community Development Administration and Implementation to Florida Planning Group, Inc., Ponte Vedra Beach.

County-wide

Ray Hooper

**BACKGROUND:**

RFP-600231-07/TLR will provide for professional consultant services for assistance in the administration of the Community Development Programs, Emergency Shelter Grants, HOME and State Housing Initiatives Partnership Programs to include, but not limited to, program administration, compliance, sub-recipient monitoring, reporting, and program development.

This project was publicly advertised and the County received four (4) submittals in response to the solicitation. The Evaluation Committee, which consisted of Buddy Balagia, Project Manager I; Shirley Boyce, Division Manager, Community Assistance; Becky Heckters, Project Manager I; Rob Heenan, Program Manager I; and Shelley McHaney, Program Manager I, all of Community Assistance, evaluated the responses. Consideration was given to the qualifications, experience, project approach and price proposal. Authorization for performance of services by the Consultant under this agreement shall be in the form of written Release Orders issued and executed by the County. The estimated annual usage of the agreement is \$25,000.00. This agreement shall take effect on the date of its execution by the County and shall run for a period of three (3) years. At the sole option of the County, this agreement may be renewed for two (2) successive periods not to exceed one (1) year each.

Supporting documents include the tabulation sheet, evaluation consensus forms and the agreement as prepared by the County Attorney's Office.

**STAFF RECOMMENDATION:**

Staff recommends the Board award RFP-600231-07/TLR - Consulting Services for Housing and Community Development Administration and Implementation to Florida Planning Group, Ponte Vedra Beach.

**ATTACHMENTS:**

1. Tabulation
2. Consensus Report
3. Agreement
4. Evaluation Ranking

**Additionally Reviewed By:**

☒ County Attorney Review ( Ann Colby )

## B.C.C. - SEMINOLE COUNTY, FL RFP TABULATION SHEET

ALL SUBMITTALS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. RFP DOCUMENTS FROM THE PROPOSERS LISTED HEREIN ARE THE ONLY SUBMITTALS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER RFP DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

RFP NUMBER: RFP-600231-07/TLR

RFP TITLE: Consulting Services for Housing and Community Development Administration and Implementation

PAGE: 1 of 1

DUE DATE: September 5, 2007, at 2:00 P.M.

Submittals	Response 1	Response 2	Response 3	Response 4
	Dan Cahill – Consultant 139 Hillside Avenue Providence, RI 02906  Ph. 401-528-8635 Fx. 401-274-4909  Dan Cahill	Florida Planning Group, Inc. P.O. Box 656 Ponte Vedra Beach, FL 32004  Ph. 904-821-8281 Toll Free 877-492-4120 Fx. 904-241-2500  Elaine S. Wright - President	Guardian Community Resource Management, Inc. P.O. Box 189 Mascotte, FL 34753  Ph. 352-429-4570 Toll Free 888-482-7393 Fx. 863-583-0357  Christine M. Alday -President	RPJ and Associates 713 54 <sup>th</sup> Avenue South St. Petersburg, FL 33705  Ph. 727-321-9200 Fx. 727-321-9229  Rosie L. Peterson-Thompson Principal
Bidder's Certification Form	Yes	Yes	Yes	Yes
Conflict of Interest Statement	Yes	Yes	Yes	Yes
Compliance with Public Records Law	Yes	Yes	Yes	Yes
Drug-Free Workplace Form	Yes	Yes	Yes	Yes
Acknowledgement of Addenda	Yes	Yes	Yes	No

### Evaluation Criteria

- Qualifications and Experience
- Project Approach
- Price Proposal

### STATUS

Received and Tabulated by: T. Roberts, Sr. Procurement Analyst (Posted: 9/6/2007 at 11:00 am) LJS

**Recommendation/BCC approval date:** Florida Planning Group, /October 23, 2007 (Posted: 09/24/2007)

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## Evaluations

**RFP-600231-07/TLR - Consulting Services for Housing and Community Development Administration and Implementation**

## Select a View

[Overview](#)[Graphical Summary](#)[All Responses](#)

## Actions

[Add to My Links](#)[Alert me](#)[Modify survey and questions](#)[Respond to this Survey](#) | [Export Results to a spreadsheet](#)**1. Congratulations on your selection as an Evaluation Team member!**

Your evaluation is key in awarding quality contracts. You must examine each proposal against the evaluation criteria in the solicitation and provide supportive narrative for your selection. Are you willing to evaluate in a fair, comprehensive, and impartial manner? Are you willing to present a clear picture of the issues considered during the evaluation? I have read and will comply with the above requirements.

Yes

5 (100%)

No

0 (0%)

Total: 5

**2. Conflicts of Interest Statement - Policies and procedures address**

employee and elected official conflicts. ss. 112.313, Fl. Stat.; Seminole County Code; Personnel Policies and Procedures of Seminole County. Conflicts may occur when public officials or employees are in a position to make decisions which affect their private gain or the gain of family members and friends. County policy encourages the disclosure process to remind officials or employees of their obligation to put the public interest above personal considerations. I state that I have considered my obligation to put the public interest above personal interest.

Yes

5 (100%)

No

0 (0%)

Total: 5

**3. Response #1 - DAN CAHILL - CONSULTANT**

3 - Highly Acceptable: Proposal exceeds the requirements and has enhancing features that will benefit Seminole County.

0 (0%)

2 - Acceptable: Proposal meets the County requirements; any weakness is minor.

4 (80%)

1 - Marginal: Proposal contains weaknesses and minor deficiencies which could have an impact.

1 (20%)

0 – Unsatisfactory: Proposal does not comply substantially with the requirements.

0 (0%)

Total: 5

**4. Respondent #1 - Strengths: Those areas in which the proposal exceeds the County's requirements**

Much relevant experience. Well-rounded knowledge/capacity.

1 (20%)

This Consultant has experience in "key" areas: Consolidated Plan, One-Year Action Plan, LHAP, CAPER, working w/HUD, and Public Housing.

1 (20%)

1. One of the first Section 8 Programs in Florida was instituted by Dan Cahill.

1 (20%)

Former Director of Housing & Community Development, Orange County, FL. Former Executive Director, Orange County Housing Finance Agency, FL. Has prepared HUD Consolidated Plans, Fair Housing Plans in New London, Ct., Gloucester Ma., and Pawtucket, RI. In addition to Consolidated Plans, and Fair Housing Plans, also prepared HUD Action Plan for Lawrence Ma.

1 (20%)

If grant is award, will have a satellite office in Central Florida. Program expertise, hands on. Assist in writing program policies and job descriptions  
Background in government finances Will bring new insight/recommendation to organization Experience in Orange County Community Development  
Proactive project approach

1 (20%)

Total: 5

**5. Respondent #1 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract.**

Rhode Is. location. Is willing to open a local office if awarded contract, but our funding isn't that large. Also, much of recent experience is not w/in FL.

1 (20%)

Currently located in Rhode Is. Has worked in Central Florida, but most of the experience has been in the Northeast US. The willingness to locate an office in Florida is good, but there are concerns with the capacity to do so, considering the County's proposed budget.

1 (20%)

1. Actual location of the Consulting Group could pose difficulty.

1 (20%)

Does not appear to have strong knowledge base with Florida's State Housing Initiatives Program (SHIP). Appears to have left Florida approximately 13 years before the origin of the SHIP Program. Does not appear to have been actively involved in the HUD (CDBG, ESG, HOME) Programs in Florida for approximately 17 Years. Main office is located in Providence Rhode Island. States that a Central Florida Office will be opened if awarded this RFP. Overall hourly rates appear to be high. Using the six (6) items listed in the scope of services, respondent does not elaborate as to the types of activities that are involved in performing those items. Appears to have limited staff (Principal, Senior Associate and Administrative Assistant).

1 (20%)

Very few staff compared to other Consultant Groups. Majority of work has been done in the NE Region of US. Learning curve of County IDIS

1 (20%)

Total: 5

#### 6. Response #2 - FLORIDA PLANNING GROUP

3 - Highly Acceptable: Proposal exceeds the requirements and has enhancing features that will benefit Seminole County.

3 (60%)

2 – Acceptable: Proposal meets the County requirements; any weakness is minor.

2 (40%)

1 – Marginal: Proposal contains weaknesses and minor deficiencies which could have an impact.

0 (0%)

0 – Unsatisfactory: Proposal does not comply substantially with the requirements.

0 (0%)

Total: 5

#### 7. Respondent #2 - Strengths: Those areas in which the proposal exceeds the County's requirements

Good track record w/ SemCo. Well-rounded experience and full capacity to perform. Strong familiarity w/ Sem Co programs and staff. FL-savvy.

1 (20%)

Experience in "key" areas: Consolidated Plan, One-Year Action Plan, LHAP, CAPER, major HUD experience, SHIP Monitor, and good capacity to provide services. Because FPL has worked with Seminole County, and has provided excellent services in the past, there is knowledge and familiarity with the County's census blocks. WBE

1 (20%)

1. Does actual monitoring for Florida Housing Finance Corporation. 2. Prior to Consulting, was a HUD Monitor

1 (20%)

Extensive knowledge in the CDBG, HOME, ESG and SHIP Programs. Under contract with US HUD to provide technical assistance in Florida. Under contract with the State of Florida Housing Finance Corporation as a State Housing Initiatives Partnership (SHIP) Program monitor who monitors several communities in Florida. Former US HUD employee as a Community Planning & Development Representative (CPD Rep) in Jacksonville, FL. Managed Pasco County CDBG program for six (6) years. Has written Consolidated Plans for Marion County, Collier County, Pinellas County, Seminole County, City of Port St. Lucie, City of Clearwater, City of Sunrise, City of Hialeah, City of Kissimmee, City of Bradenton, City of Miami Beach, and the City of Boynton Beach. Has performed environmental reviews for CDBG, HOME, and/or ESG for the City of Hialeah, City of Fort Lauderdale, City of North Miami, City of Kissimmee, Sarasota County, Seminole County, Pasco County, City of Panama City, and the City of Punta Gorda. Has provided Subrecipient training in Sarasota County, Seminole County, and Pasco County. Staff of four (4) has extensive backgrounds in areas of the desired scope of service in the RFP. Overall hourly rates appear to be reasonable Has provided excellent consulting services to Seminole County for twenty-one (21) years.

1 (20%)

Experience working with Seminole County Community Development Programs and staff.

1 (20%)

Total: 5

**8. Respondent #2 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract.**

Although Elaine is fully reliable, not all staff is so. Karen Davis may compensate, though.

1 (20%)

There have been issues, in the past, with certain staff members of FPL. However, the addition of another Consultant should help

1 (20%)

1. Location of Consultant could pose difficulty.

1 (20%)

No weakness identified in the response.

1 (20%)

Limited technical assistance majority of work completed in programs were completed by staff

1 (20%)

Total: 5

**9. Response #3 - GUARDIAN COMMUNITY RESOURCE MANAGEMENT, INC.**

3 - Highly Acceptable: Proposal exceeds the requirements and has enhancing features that will benefit Seminole County.

1 (20%)

2 – Acceptable: Proposal meets the County requirements; any weakness is minor.

1 (20%)

1 – Marginal: Proposal contains weaknesses and minor deficiencies which could have an impact.

2 (40%)

0 – Unsatisfactory: Proposal does not comply substantially with the requirements.

1 (20%)

Total: 5

**10. Respondent #3 - Strengths: Those areas in which the proposal exceeds the County's requirements**

Several staff - relevant experience from some.

1 (20%)

Major experience in Project Management. Capacity does not seem to be a problem at all

1 (20%)

1. Project Experience and overall costs involved. 2. No findings

1 (20%)

Extensive background in construction.

1 (20%)

Demonstrated funding sources (leveraging) Outlined work plan with deliverables which is indicated as typical planning

1 (20%)

Total: 5

**11. Respondent #3 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract.**

Not all staff have relevant experience.

1 (20%)

Limited experience in our "key" areas such as the Consolidated Plan and the One-Year Action Plan, and Programmatic Regulations. I'm not sure that they have expertise above our current staff knowledge and experience.

1 (20%)

None to note.

1 (20%)

The response to the RFP does not adequately address the items listed in the scope of services. The respondent emphasizes project and construction management services rather than multi-program consultation services. Does not appear to respond to desired scope of services.

1 (20%)

Does not indicate expertise in ESG or HOME Limited reporting

1 (20%)

Total: 5

**12. Response #4 - RPJ AND ASSOCIATES**

3 - Highly Acceptable: Proposal exceeds the requirements and has enhancing features that will benefit Seminole County.

0 (0%)

2 – Acceptable: Proposal meets the County requirements; any weakness is minor.

0 (0%)

1 – Marginal: Proposal contains weaknesses and minor deficiencies which could have an impact.

3 (60%)

0 – Unsatisfactory: Proposal does not comply substantially with the requirements.

2 (40%)

Total: 5

**13. Respondent #4 - Strengths: Those areas in which the proposal exceeds the County's requirements**

None.

1 (20%)

None

1 (20%)

1. Active grants writing is a plus.

1 (20%)

One staff member is former Director of Housing & Community Development for the City of saint Petersburg, FL.

1 (20%)

Detailed proposal

1 (20%)

Total: 5

**14. Respondent #4 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract.**

Most experience is in growth management, of which we have little use.

1 (20%)

Did not provide any back-up to show that they have experience in anything but Growth Management and some Project Management

1 (20%)

1. Location might pose difficulty. 2. Lake of current projects/experience.

1 (20%)

The response to the RFP does not adequately address the items listed in the scope of services. Only one (1) staff member who is now retired has experience in CDBG, HOME, and SHIP. He served as Director of Housing & Community Development for the City of Saint Petersburg, FL.

1 (20%)

Does not show as having the overall expertise seeking. Some prints difficult to read.

1 (20%)

Total: 5

**CONSULTANT SERVICES AGREEMENT (RFP-600231-07/TLR)**  
**HOUSING AND COMMUNITY DEVELOPMENT ADMINISTRATION AND IMPLEMENTATION**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between **FLORIDA PLANNING GROUP, INC.**, duly authorized to conduct business in the State of Florida, whose mailing address is Post Office Box 656, Ponte Vedra Beach, Florida 32004-0656 (place of business: 3539 Sanctuary Boulevard, Jacksonville Beach, Florida 32250), hereinafter called "**CONSULTANT**" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "**COUNTY**".

**W I T N E S S E T H:**

**WHEREAS**, COUNTY desires to retain the services of a competent and qualified consultant to provide consultant services regarding Housing and Community Development Administration and Implementation in Seminole County; and

**WHEREAS**, COUNTY has requested and received expressions of interest for the retention of services of consultants; and

**WHEREAS**, CONSULTANT is competent and qualified to furnish consulting services to COUNTY and desires to provide professional services according to the terms and conditions stated herein,

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONSULTANT agree as follows:

**SECTION 1. SERVICES.** COUNTY does hereby retain CONSULTANT to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. Required services shall be specifically enumerated, described, and depicted in the Purchase Orders authorizing performance

of the specific project, task, or study. This Agreement standing alone does not authorize the performance of any work or require COUNTY to place any orders for work.

**SECTION 2. TERM.** This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of three (3) years and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Purchase Order.

**SECTION 3. AUTHORIZATION FOR SERVICES.** Authorization for performance of professional services by CONSULTANT under this Agreement shall be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached hereto as Exhibit B. Each Purchase Order shall describe the services required, state the dates for commencement and completion of work, and establish the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available projects or that CONSULTANT will perform any project for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

**SECTION 4. TIME FOR COMPLETION.** The services to be rendered by CONSULTANT shall be commenced, as specified in such Purchase Orders as may be issued hereunder and shall be completed within the time specified therein. In the event COUNTY determines that significant benefits would accrue from expediting an otherwise established time schedule for

completion of services under a given Purchase Order, that Purchase Order may include a negotiated schedule of incentives based on time savings.

**SECTION 5. COMPENSATION.** COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement on either a "Fixed Fee" basis or on a "Time Basis Method". If a Purchase Order is issued under a Time Basis Method, then CONSULTANT shall be compensated in accordance with the rate schedule attached as Exhibit C. If a Purchase Order is issued on a Fixed Fee Basis, then the applicable Purchase Order Fixed Fee amount shall include any and all reimbursable expenses. The total compensation paid to CONSULTANT pursuant to this Agreement, including reimbursable expenses, shall not exceed budget limits.

**SECTION 6. REIMBURSABLE EXPENSES.**

(a) If a Work Order is issued on a Time Basis Method, then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Not-to-Exceed" or "Limitation of Funds" amount set forth in the Work Order. Reimbursable expenses may include actual expenditures made by CONTRACTOR, his employees or his professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(1) Expenses of transportation when traveling in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or its successor; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project.

(2) Expense of reproductions, postage, and handling of drawings and specifications.

(3) If authorized in writing in advance by COUNTY, the cost of other expenditures made by CONTRACTOR in the interest of the Project.

(b) Any reimbursable expenses under this Agreement shall be

supported by a source document, such as a receipt or invoice, with the employee's name, project name, and brief explanation of the expense. All reimbursable expenses shall be itemized on the invoices.

(c) All reimbursable expenses must be allowable, allocable to the contract, and reasonable, as solely determined by COUNTY.

#### **SECTION 7. PAYMENT AND BILLING.**

(a) If the Scope of Services required to be performed by a Purchase Order is clearly defined, the Purchase Order shall be issued on a Fixed Fee basis. CONSULTANT shall perform all work required by the Purchase Order but, in no event, shall CONSULTANT be paid more than the negotiated Fixed Fee amount stated therein.

(b) If the Scope of Services is not clearly defined, the Purchase Order may be issued on a Time Basis Method and contain a Not-to Exceed amount. If a Not-to-Exceed amount is provided, CONSULTANT shall perform all work required by the Purchase Order; but, in no event, shall CONSULTANT be paid more than the Not-to-Exceed amount specified in the applicable Purchase Order.

(c) If the Scope of Services is not clearly defined, the Purchase Order may be issued on a Time Basis Method and contain a Limitation of Funds amount. CONSULTANT is not authorized to exceed that amount without the prior written approval of COUNTY. Said approval, if given by COUNTY, shall indicate a new Limitation of Funds amount. CONSULTANT shall advise COUNTY whenever CONSULTANT has incurred expenses on any Purchase Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount.

(d) For Purchase Orders issued on a Fixed Fee Basis, CONSULTANT may invoice the amount due based on the percentage of total Purchase Order services actually performed and completed; but, in no event, shall the invoice amount exceed a percentage of the Fixed Fee amount equal to

a percentage of the total services actually completed. COUNTY shall pay CONSULTANT ninety percent (90%) of the approved amount on Purchase Orders issued on a Fixed Fee Basis.

(e) For Purchase Orders issued on a Time Basis Method with a Not-to-Exceed amount, CONSULTANT may invoice the amount due for actual work hours performed but, in no event, shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed. COUNTY shall pay CONSULTANT ninety percent (90%) of the approved amount on Purchase Orders issued on a Time Basis Method with a Not-to-Exceed amount.

(f) Each Purchase Order issued on a Fixed Fee Basis or Time Basis Method with a Not-to-Exceed amount shall be treated separately for retainage purposes. If COUNTY determines that work is substantially complete and the amount retained is considered to be in excess, COUNTY may, at its sole and absolute discretion, release the retainage or any portion thereof.



(g) For Purchase Orders issued on a Time Basis Method with a Limitation of Funds amount, CONSULTANT may invoice the amount due for services actually performed and completed. COUNTY shall pay CONSULTANT one hundred percent (100%) of the approved amount on Purchase Orders issued on a Time Basis Method with a Limitation of Funds amount.

(h) Payments shall be made by COUNTY to CONSULTANT when requested as work progresses for services furnished but not more than once monthly. Each Purchase Order shall be invoiced separately. CONSULTANT shall render to COUNTY, at the close of each calendar month, an itemized invoice, properly dated, describing any services rendered, the cost of the services, the name and address of CONSULTANT, Purchase Order Number, Contract Number, and all other information required by this Agreement.

The original invoice shall be sent to:

Director of County Finance  
Seminole County Board of County Commissioners  
Post Office Box 8080  
Sanford, Florida 32772

A copy of the invoice shall be sent to:

CDBG  
Seminole County Services Building  
1101 East First Street  
Sanford, Florida 32771

(i) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from CONSULTANT.

**SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.**

(a) Upon satisfactory completion of work required hereunder and, upon acceptance of the work by COUNTY, CONSULTANT may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement including any retainage and less any amount already paid by COUNTY. COUNTY shall pay CONSULTANT within thirty (30) days of receipt of proper invoice.




(b) COUNTY may perform or have performed an audit of the records of CONSULTANT after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONSULTANT and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to CONSULTANT may be determined subsequent to an audit as provided for in subsections (b) and (c) of this Section, and the total compensation so determined shall be used to calculate final payment to CONSULTANT. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) In addition to the above, if federal funds are used for any work under the Agreement, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of

their duly authorized representatives shall have access to any books, documents, papers, and records of CONSULTANT which are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(d) CONSULTANT agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONSULTANT's office for audit or inspection as provided for in subsections (b) and (c) of this Section at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract.

(e) In the event any audit or inspection conducted after final payment, but within the period provided in paragraph (d) of this Section, reveals any overpayment  by COUNTY under the terms of the Agreement, CONSULTANT shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

#### **SECTION 9. RESPONSIBILITIES OF CONSULTANT.**

(a) CONSULTANT shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analyses, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its plans, analyses, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

(b) Neither COUNTY's review, approval, or acceptance of, nor

payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement and CONSULTANT shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONSULTANT's negligent or wrongful performance of any of the services furnished under this Agreement.

**SECTION 10. OWNERSHIP OF DOCUMENTS.** All deliverable analyses, reference data, survey data, plans, and reports or any other form of written instrument or document that may result from CONSULTANT's services or have been created during the course of CONSULTANT's performance under this Agreement shall become the property of COUNTY after final payment is made to CONSULTANT.

**SECTION 11. TERMINATION.**

(a) COUNTY may, by written notice to CONSULTANT, terminate this Agreement or any Purchase Order issued hereunder, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONSULTANT to fulfill its Agreement obligations. Upon receipt of such notice, CONSULTANT shall:

(1) immediately discontinue all services affected unless the notice directs otherwise, and

(2) deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONSULTANT shall be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a

Fixed Fee amount, CONSULTANT shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by this Agreement as determined solely and conclusively by COUNTY.


(c) If the termination is due to the failure of CONSULTANT to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, CONSULTANT shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONSULTANT shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONSULTANT; provided, however, that CONSULTANT shall be responsible and liable for the actions of its subcontractors, agents, employees, and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of CONSULTANT.

(d) If, after notice of termination for failure to fulfill its Agreement obligations, it is determined that CONSULTANT had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

**SECTION 12. AGREEMENT AND PURCHASE ORDER IN CONFLICT.** Whenever the terms of this Agreement conflict with any Purchase Order issued pursuant to it, this Agreement shall prevail.

**SECTION 13. EQUAL OPPORTUNITY EMPLOYMENT.** CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**SECTION 14. NO CONTINGENT FEES**  CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement, at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.


**SECTION 15. CONFLICT OF INTEREST.**

(a) CONSULTANT agrees that it will not contract for or accept employment for the performance of any work or service with any

individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY.

(b) CONSULTANT agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONSULTANT causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, COUNTY shall have the right to terminate this Agreement.

**SECTION 16. ASSIGNMENT.** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the other party and in such cases  only by a document of equal dignity herewith.


**SECTION 17. SUBCONTRACTORS.** During the course of the work under this Agreement, if CONSULTANT requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, CONSULTANT must first secure the prior express written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONSULTANT shall remain fully responsible for the services of subcontractors or other professional associates.

**SECTION 18. INDEMNIFICATION OF COUNTY.** CONSULTANT agrees to hold harmless, replace, and indemnify COUNTY and its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages arising from, allegedly arising from, or related to the provision of services hereunder by CONSULTANT, whether caused by

CONSULTANT or otherwise. This hold harmless, release and indemnification shall include any claim based on negligence, action, or inaction of the parties.

**SECTION 19. INSURANCE.**

(a) GENERAL. CONSULTANT shall, at its own cost, procure the insurance required under this Section.

(1) CONSULTANT shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, and Commercial General Liability). COUNTY and its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage.  Until such time as the insurance is no longer required to be maintained by CONSULTANT, CONSULTANT shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, CONSULTANT shall, at the option of COUNTY, submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of this Agreement.

(3) In addition to providing the Certificate of Insurance,

if required by COUNTY, CONSULTANT shall, within thirty (30) days after receipt of the request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by a CONSULTANT shall relieve CONSULTANT of its full responsibility for performance of any obligation including its indemnification of COUNTY under this Agreement.

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.


(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority, (ii) no longer comply with Section 440.57, Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONSULTANT shall, as soon as it has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage with a different insurance company meeting the requirements of this Agreement. Until such time as CONSULTANT has replaced the unacceptable

insurer with an insurer acceptable to COUNTY, CONSULTANT shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liabilities of CONSULTANT, CONSULTANT shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by CONSULTANT and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) CONSULTANT's insurance shall cover CONSULTANT for liability which would be covered by the latest edition of the standard Workers' Compensation Policy as  filed for use in Florida by the National Council on Compensation Insurance and without restrictive endorsements. CONSULTANT will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONSULTANT and its subcontractors is outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act, and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor

Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$100,000.00	(Each Accident)
\$100,000.00	(Disease-Policy Limit)
\$100,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONSULTANT's insurance shall cover CONSULTANT for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment, and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum  limits to be maintained by CONSULTANT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$300,000.00
Each Occurrence Limit	\$300,000.00

(3) Professional Liability Insurance. CONSULTANT shall carry limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00).


(d) COVERAGE. The insurance provided by CONSULTANT pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by COUNTY or its officials, officers, or employees shall be excess of and not contributing to the insurance

provided by or on behalf of CONSULTANT.

(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must be on an occurrence basis or claims-made basis. If on a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve CONSULTANT or its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

#### **SECTION 20. DISPUTE RESOLUTION.**

(a) In the event of a  dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code.


(b) CONSULTANT agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which CONSULTANT had knowledge and failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be

employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

**SECTION 21. REPRESENTATIVES OF COUNTY AND CONSULTANT.**


(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONSULTANT, shall designate in writing and shall advise CONSULTANT in writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) CONSULTANT shall, at all times during the normal work week, designate or appoint one or more  representatives of CONSULTANT who are authorized to act on behalf of and bind CONSULTANT regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually and effectively advised of such designation.

**SECTION 22. ALL PRIOR AGREEMENTS SUPERSEDED.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

**SECTION 23. MODIFICATIONS, AMENDMENTS, OR ALTERATIONS.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**SECTION 24. INDEPENDENT CONTRACTOR.** It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONSULTANT (including its officers, employees, and agents) the agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONSULTANT is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

**SECTION 25. EMPLOYEE STATUS.** Persons employed by CONSULTANT in the performance of services and functions pursuant to this Agreement shall have no claim to pension,  workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

**SECTION 26. SERVICES NOT PROVIDED FOR.** No claim for services furnished by CONSULTANT not specifically provided for herein shall be honored by COUNTY.

**SECTION 27. PUBLIC RECORDS LAW.** CONSULTANT acknowledges COUNTY's obligations under Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONSULTANT acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

**SECTION 28. COMPLIANCE WITH LAWS AND REGULATIONS.** In providing all services pursuant to this Agreement, CONSULTANT shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONSULTANT.

**SECTION 29. NOTICES.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

**FOR COUNTY:**

CDBG  
Seminole County Services Building  
1101 East First Street  
Sanford, Florida 32771

**FOR CONSULTANT:**

Florida Planning Group, Inc.  
Post Office Box 656  
Ponte vedra Beach, Florida 32004-0656

**SECTION 30. RIGHTS AT LAW RETAINED.** The rights and remedies of COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

***(End of Agreement - Signature Page Follows)***

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

ATTEST: \_\_\_\_\_ COMPANY/CONSULTANT \_\_\_\_\_

\_\_\_\_\_  
, Secretary

By: \_\_\_\_\_  
ELAINE S. WRIGHT, President

(CORPORATE SEAL)

Date: \_\_\_\_\_

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
CARLTON HENLEY, Chairman

Date: \_\_\_\_\_

For use and reliance  
of Seminole County only.  
Approved as to form and  
legal sufficiency.



As authorized for execution by  
the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Purchase Order
- Exhibit C - Rate Schedule

AEC:jjr  
9/27/07

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## **EXHIBIT A**

### **Section 1 – General Description of Services**

Consultant services for aid in the administration of the Community Development Block Grant, Emergency Shelter Grants, HOME and State Housing Initiatives Partnership Programs to include but not limited to program administration, compliance, sub-recipient monitoring, reporting and program development.

The Consultant shall provide assistance in whole and/or in part on the following categories related to Community Development activities, as required by Seminole County and as allowed by budget:

1. All aspects of compliance with federal and state grant funded programs.
2. All aspects of assistance with preparation of County Housing Element; and Evaluation and Appraisal report (EAR) of the comprehensive plan.
3. Assistance with the preparation of federal (5-year plan and annual action plan); and state SHIP (e-year plan) of the Local Housing Assistance Plan and amendments to those plans.
4. Assistance with annual reporting of federal (CAPER) and state (APR) grant programs.
5. Other federal and state housing and community Development assistance as needed.
6. Neighborhood redevelopment analyst, reporting and plans.

FLORIDA SALES: 69-11-033895-53C  
FEDERAL SALES/USE: 59-74-0013K

**EXHIBIT B**  
Board of County Commissioners  
Seminole County, Florida  
**ORDER**

Page 1

**ORDER NUMBER:**

NOTE: ALL PACKING SLIPS, INVOICES & CORRESPONDENCE  
MUST REFERENCE THIS PURCHASE ORDER NUMBER.

Q. 1001-1111  
REV. 01/01/01  
REC. NUMBER  
IN. 01/01/01  
VEN. 01/01/01

OP

FOR INQUIRIES REGARDING THIS ORDER, CONTACT:

FISCAL SERVICES DEPARTMENT - PURCHASING AND  
CONTRACTS DIVISION  
1101 E. 1st STREET - COUNTY SERVICES BLDG. - RM. #3208  
SANFORD FLORIDA 32771  
PHONE: (407) 665-7116 / FAX: (407) 665-7958



**TOTAL AMOUNT**

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.

SUBMIT ALL INVOICES IN DUPLICATE TO:  
CLERK - B.C.C. FINANCE DIVISION  
POST OFFICE BOX 8080  
SANFORD, FL 32772-0869  
Accts. Payable Inquiries - Phone (407) 665-7681

PURCHASING AND CONTRACTS DIVISION - AUTHORIZED SIGNATURE  
for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

## Terms and Conditions

1. **AGREEMENT.** This Purchase Order including these terms, conditions, and other referenced documents such as solicitations, specifications, and responses constitute the sole and entire agreement between the parties hereto. The County does hereby retain the Contractor to furnish those services/commodities and perform those tasks as described in this purchase order and as further described in the scope of services, attached hereto and incorporated herein, if applicable. This Purchase Order shall be construed and interpreted under the laws of the State of Florida. Jurisdiction and venue, with respect to any suit in connection with this Purchase Order, shall reside in Seminole County, Florida.

2. **DELIVERY OF GOODS AND SERVICES.** Failure to deliver the items or provide the service hereby ordered strictly within the time specified shall entitle the Buyer to cancel this Order holding the Seller accountable therefore, and may charge the Seller with any increased cost or other loss incurred thereon pursuant to Chapter 672 of the Florida Statutes, unless deferred shipment is requested and agreed to by the Buyer in writing. Payment or acceptance of any item after the delivery date shall not constitute a waiver of the Buyer's right to cancel this Order with respect to subsequent deliveries.

3. **WARRANTY.** Seller warrants all materials and services covered by this Order to conform strictly to the specifications, drawings, or samples as specified or furnished, and to be free from latent or patent defects in material or workmanship. If no quality is specified, the Seller warrants to Buyer that the goods or service shall be of the best grade of their respective kinds, or will meet or exceed the applicable standards for the industry represented, and is fit for Buyer's particular purpose. Seller further warrants that at the time the goods or services are accepted by Buyer, they shall have been produced, sold, delivered, and furnished in strict compliance with all applicable Federal and State laws, municipal ordinances, regulations, rules, labor agreements, and working conditions to which the goods or services are subject. In addition to, and not in lieu of the above, that at the time of acceptance, the goods or services are applicable, meet or exceed the applicable standards imposed by (a) the Consumer Product Safety Act, (b) Occupational Safety and Health Act (Public Law 91-593, as amended), (c) Fair Labor Standards Act, as amended, and (d) that the goods and services furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership, or association.

4. **MODIFICATIONS.** This Agreement can be modified or rescinded only in writing by the parties or their duly authorized agents.

5. **TERMINATION.** The County may, by written notice to the Contractor, terminate this Agreement, in whole or in part, at any time, either for the County's convenience or because of the failure of the Contractor to fulfill Contractor's agreement obligations. Upon receipt of such notice, the Contractor shall discontinue all deliveries affected unless the notice directs otherwise. In such event, Buyer shall be liable only for materials or components procured, or work done, or supplies partially fabricated within the authorization of this Agreement. In no event shall Buyer be liable for incidental or consequential damages by reason of such termination.

6. **INDEMNIFICATION.** Seller agrees to protect, indemnify, save, and hold harmless Buyer, its officers, and employees from and against all losses, costs, and expenses, and from and against all claims, demands, suits, and actions for damages, losses, costs, and expenses and from and against all liability awards, claims of patent infringement, judgments, and decrees of whatsoever nature for any and all damages to property of the Buyer or others of whatsoever nature and for any and all injury to any persons arising out of or resulting from the negligence of Seller, breach of this Order in the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the order, specification, or other data, or from the breach of any express or implied warranties. The remedies afforded to the COUNTY by this clause are cumulative with, and in no way effect any other legal remedy the COUNTY may have under this Agreement or at law.

7. **INSURANCE.** Seller shall obtain and maintain in force adequate insurance as directed by the Buyer. Seller may also be required to carry workers' compensation insurance in accordance with the laws of the State of Florida. Seller shall furnish Buyer with a Certificate of Insurance for all service related purchase orders and other specialized services performed at seller's location. Any certificate requested shall be provided to the Purchasing and Contracts Division within ten (10) days from notice. Contractor shall notify the County in the event of cancellation, material change, or alteration related to the Contractor's Insurance Certificate. All policies shall name Seminole County as an additional insured.

8. **INSPECTION.** All goods and services are subject to inspection and rejection by the Buyer at any time including during their manufacture, construction, or preparation notwithstanding any prior payment or inspection. Without limiting any of the rights it may have, the Buyer, at its option, may require the Seller, at the Seller's expense, to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or

all rejected services, or (b) to refund the price of any or all rejected goods or services. All such rejected goods will be held for the Seller's prompt inspection at the Seller's risk. Nothing contained herein shall relieve, in any way, the Seller from the obligation of testing, inspection, and quality control.

9. **TAXES.** Seminole County Government is a non-profit operation and not subject to tax.

10. **FLORIDA PROMPT PAYMENT ACT.** Suppliers shall be paid in accordance with the State of Florida Prompt Payment Act, Section 218.70 of the Florida Statutes, upon submission of proper invoice(s) to County Finance Department, P. O. Box 8080, Sanford, Florida 32772. Invoices are to be billed at the prices stipulated on the purchase order. All invoices must reference Seminole County's purchase order number.

11. **PAYMENT TERMS.** It shall be understood that the cash discount period to the County will date the receipt of goods/services and not from the date of the invoice.

12. **PRICE PROTECTION.** Seller warrants that the price(s) set forth herein are equal to the lowest net price and the terms and conditions of sale are as favorable as the price(s), terms, and conditions afforded by the Seller to any other customer for goods or services of comparable grade or quality during the term hereof. Seller agrees that any price reductions made in the goods or services covered by this Order, subsequent to its acceptance but prior to payment thereof, will be applicable to this Order.

13. **PACKAGING AND SHIPPING.** Unless otherwise specified, all products shall be packed, packaged, marked, and otherwise prepared for shipment in a manner that is: (a) in accordance with good commercial practice; and (b) acceptable to common carriers for shipment at the lowest rate for the particular product, and in accordance with ICG regulations, and adequate to insure safe arrival of the product at the named destination and for storage and protection against weather. Seller shall mark all containers with necessary lifting, handling, and shipping information, and also this Purchase Order Number, date of shipment, and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment. All shipments, unless specified differently, shall be FOB Destination.

14. **QUANTITY.** The quantities of goods, as indicated on the face hereof, must not be exceeded without prior written authorization from Buyer. Excess quantities may be returned to Seller at Seller's expense.

15. **ASSIGNMENT.** Seller may not assign, transfer, or subcontract this Order or any right or obligation hereunder without Buyer's written consent. Any purported assignment transfer or subcontract shall be null and void.

16. **EQUAL OPPORTUNITY EMPLOYER.** The County is an Equal Employment Opportunity (EEO) employer, and as such requires all contractors or vendors to comply with EEO regulations with regards to gender, age, race, veteran status, country of origin, and creed as may be applicable to the contractor or vendor. Any subcontracts entered into shall make reference to this clause with the same degree of application being encouraged. When applicable, the contractor or vendor shall comply with all new State and Federal EEO regulations.

17. **RIGHT TO AUDIT RECORDS.** The County shall be entitled to audit the books and records of the Seller to the extent that such books and records relate to the performance of the purchase order or any supplement to the purchase order. The Seller shall maintain such books and records for a period of three (3) years from the date of final payment under the purchase order unless the County otherwise authorizes a shorter period in writing.

18. **FISCAL YEAR FUNDING APPROPRIATION.** Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of the County provided the term of the purchase order and conditions of renewal or extension, if any, are included in the solicitations, and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by County Commissioners.

19. **FAILURE TO EXECUTE PURCHASE ORDER.** Failure of the successful bidder to accept the purchase order as specified may be cause for cancellation of the award. In the event that the award is cancelled, the award may then be made to the second lowest responsive and responsible offeror, and such offeror shall fulfill every stipulation embraced herein as if he were the original party to whom the award was made; or the County may reject all the offers and re-bid. Contractors who default are subject to suspension and/or debarment.

## EXHIBIT "C"

### Section 5 Price Proposal

PROJECT: **CONSULTING SERVICES FOR HOUSING AND COMMUNITY DEVELOPMENT  
ADMINISTRATION AND IMPLEMENTATION**

COUNTY CONTRACT NO. **RFP-600231-07/TLR**

Name of Proposer: Florida Planning Group, Inc.

Mailing Address: P.O. Box 656, Ponte Vedra Beach, FL 32004

Street Address: 3539 Sanctuary Boulevard, Jacksonville Beach,  
Florida 32250

City/State/Zip: Please see above.

Phone Number: ( 904 ) 821-8281

FAX Number: ( 904 ) 241-2500

E-Mail Address: eswfpg@comcast.net

Pursuant to and in compliance with the Request for Proposals, Instructions to Proposers, and the other documents relating thereto, the undersigned Proposer, having familiarized himself with the terms of the Contract Documents, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the required services, all in strict conformity with the Contract Documents, including Addenda Nos. one through one, on file at the Purchasing and Contracts Division for the amount hereinafter set forth.

The undersigned, as Proposer, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the proposal is accepted, that he/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish Insurance Certificates, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Proposers" and elsewhere in the Contract Documents may result in a finding that the Proposer is non-responsive.

Hourly rates must be inclusive of all administrative and overhead expenses necessary to provide all required services in accordance with the scope of services for any and all tasks as required as part of this solicitation. The hourly rate must include all direct and indirect costs associated with the work, including profit.

**Work Titles and Hourly Rates:**

Principal	\$ 115
Senior Specialist	\$ 85
Senior Associate	\$ 65
Specialist:	\$ 55
Associate	\$ 45
Administrative Assistant	\$ 35
Clerical	\$ 25
Other	\$ N/A

**Additional Categories, if applicable:**

Attorney	\$ At attorney's current rate
Accountant	\$ At accountant's current rate
Systems Tech/Systems Analyst	\$ At current rate

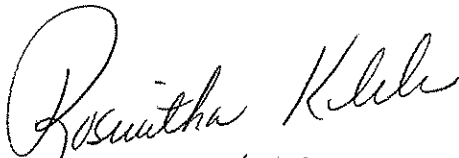
IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 31 day  
of August, 2007.

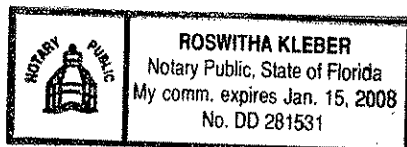
FLORIDA PLANNING GROUP, INC.  
(Name of PROPOSER)

  
(Signature of person signing FORM)

ELAINE S. WRIGHT  
(Printed name of person signing FORM)

PRESIDENT  
(Title of person signing FORM)

  
8-31-07



## RFP-600231-07/TLR

	Dan Cahill	Florida Planning Group	Guardian Community Resources	RPJ and Associates
Highly Acceptable (3)	0	3	1	0
Acceptable (2)	4	2	1	0
Marginal (1)	1	0	2	3
Unsatisfactory (0)	0	0	1	2
<b>Total Score</b>	<b>9</b>	<b>13</b>	<b>7</b>	<b>3</b>

### Evaluators:

Rob Heenan, Community Services Department  
 Buddy Balagia, Community Services Department  
 Shirley Boyce, Community Services Department  
 Becky Heckters, Community Services Department  
 Shelley McHaney, Community Services Department